

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF INDIANA  
HAMMOND DIVISION

PRIMERICA LIFE INSURANCE	)	
COMPANY,	)	
Plaintiff,	)	
	)	
v.	)	CAUSE NO.2:14-CV-314
	)	
MONTRELL R. CASTRO, <i>et al.</i> ,	)	
Defendants,	)	
	)	
-----	)	
	)	
HELEN WILLIAMS <i>et al.</i> ,	)	
Cross Claimant,	)	
v.	)	
	)	
MONTRELL R. CASTRO, <i>et al.</i> ,	)	
Cross-claim	)	
Defendants.	)	

**ORDER**

This matter is before the Court on the Findings, Report, and Recommendation of United States Magistrate Judge Pursuant to 28 U.S.C. § 636(b)(1)(B) & (C), filed on July 24, 2015. (DE #48.) More than 14 days have passed and no party has filed any objection to the Report and Recommendation. *See Willis v. Caterpillar, Inc.*, 199 F.3d 902, 904 (7th Cir. 1999) (explaining that the failure to file a timely objection will result in the waiver of the right to challenge a report and recommendation). Therefore, upon due consideration, the Court hereby **ADOPTS** the Report and Recommendation. Accordingly, the Motion to Dismiss (DE #28) is

**DENIED**, the Motion for Interpleader (DE #33) is **GRANTED**, and the Motion for Default Judgment (DE #34) is **DENIED**. Additionally, the Court **ORDERS** the following:

1. Plaintiff Primerica Life Insurance Company shall deposit the sum of \$560,000.00, plus applicable interest, with the Clerk of the Court.
2. Defendants are enjoined from instituting any proceeding in any state or United States court against Plaintiff or its agents with respect to the Term Life Insurance Policy No. 0431785384 (the "Policy") on the life of Remanard Castro and spouse Nina Castro.
3. Plaintiff is fully discharged from all further liability for payment of the Policy upon payment of \$560,000.00 into the Court.
4. Plaintiff is fully discharged from all liability to Defendants arising out of the Policy.

**DATED: August 10, 2015**

**/s/RUDY LOZANO, Judge  
United States District Court**